

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: CELESTE et al.  
Application No.: 10/029,016 Examiner: David S. Romeo  
Filed: December 20, 2001 Art Unit: 1647  
For: NEURONAL USES OF BMP-11  
Confirmation No.: 4438

Commissioner for Patents  
PO Box 1450  
Alexandria, VA 22313-1450

Sir:

CERTIFICATE UNDER 37 CFR § 1.10 OF MAILING BY "EXPRESS MAIL"	
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I hereby certify that this correspondence is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR § 1.10 on the date indicated above and is addressed to Mail Stop Amendment, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.	
By: <u>Marlene R. Fitch</u>	Marlene R. Fitch

TERMINAL DISCLAIMER

I, David Manspeizer, represent that I am an Assistant Secretary of Genetics Institute, LLC, formerly known as Genetics Institute, Inc., and am empowered to act on behalf of Genetics Institute, LLC. Genetics Institute, LLC is the assignee of record of the entire right, title, and interest in and to the invention in the subject application and U.S. Patent No. 6,340,668, by virtue of an Assignment recorded March 5, 1998, at Reel 9023, Frame 0440, and a change of name duly recorded March 13, 2002 at Reel 012937, Frame 0815 in U.S. Application No. 08/966,297.

On behalf of Genetics Institute, LLC, I hereby disclaim, except as otherwise provided herein, the terminal part of any patent granted on the subject application which would extend beyond the expiration date of the full statutory term, including statutory extensions thereof of U.S. Patent No. 6,340,668 for NEURONAL USES OF BMP-11, except to the extent that the term of this application No. 10/029,016 might be extended pursuant to the Drug Price Competition and Patent Term Restoration Act of 1984 (35 USC §156) or any other applicable act of Congress, and hereby agree that any patent so granted on the subject application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to U.S. Patent No. 6,340,668, this agreement to run with any patent granted on the subject application and to be binding upon the grantee, its successors or assigns.

Genetics Institute, LLC, does not disclaim any terminal part of any patent granted on the subject application prior to the expiration date of the full statutory term of U.S. Patent No. 6,340,668 in the event that such patent later: expires for failure to pay a maintenance fee; is held unenforceable; is found invalid by a court of competent jurisdiction; is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321(a); has all claims cancelled by a reexamination certificate; is reissued; or is otherwise terminated prior to the expiration of its statutory term, except for the separation of legal title stated above.

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Pursuant to 37 CFR 3.73(b), I have reviewed all the recordation information above or all documents in the chain of title of the subject patent application and, to the best of my knowledge and belief, title is in the assignee identified above.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.


In accordance with the fee schedule set forth in 37 C.F.R. § 1.20(d), the required fee of One Hundred and Thirty Dollars (\$130.00) is being filed with this disclaimer.

Date:

October 6, 2005

GENETICS INSTITUTE, LLC (formerly known  
as GENETICS INSTITUTE, INC.)

By:

  
David M. Speizer  
Assistant Secretary